

# REQUEST FOR PROPOSAL

COUNTY OF SAN BERNARDINO  
PURCHASING DEPARTMENT

Date: September 19, 2007

Proposal No. **J38**

Page No. 1 of 16 Pages

Materials and/or Services: **Statewide Weights and Measures Seals**

To Be Delivered To: **Various Counties in the State of California**

Submit each individual proposal in separate sealed envelope with proposal number marked on outside to:

**County Purchasing Agent  
777 East Rialto Avenue  
San Bernardino, CA 92415-0760**

**BEFORE: Wednesday, October 17, 2007, 10 AM**

For further information, call: **Ed Segura  
Deputy Purchasing Agent  
(909) 387-2487**

## INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or printed in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. State brand, or make, on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the vendor. If quoting on other than make, model or brand specified, the manufacturer's name and the catalog number must be given, or descriptive cut and information attached to the quotation.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in separate sealed envelope with proposal number on outside, and must be received by County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760 not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the vendor shall so state in the column provided, opposite each item.
6. Terms of less than 30 days for cash discount will be considered as net.
7. All quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled.
8. Unless otherwise definitely specified, the prices quoted herein do not include California Sales Tax.
9. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
10. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or to waive any informality in a proposal.
11. The County recognizes that price is only one of several criteria to be used in judging a product or service, and the County is not legally bound to accept the lowest quote.
12. Samples of items, when required, must be furnished free of expense to the County; and if not destroyed by tests, will upon request be returned at vendor's expense.
13. In case of default by the vendor, the County of San Bernardino may procure the articles or service from other sources and may deduct from unpaid balance due the vendor, or may collect against the bond of surety, or mail bill for excess costs so paid, and the prices paid by the County of San Bernardino shall be considered the prevailing market prices paid at the time such purchase is made.
14. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the vendor.
15. The vendor shall hold the County of San Bernardino, its officers, agents,

servants and employees, harmless and defend same from liability of any nature or kind on account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this quotation.

16. Neither party will be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God. (Force Majeure)

17. Quotations are subject to acceptance at any time within 60 days after opening of same, unless otherwise stipulated.

18. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

19. RETURN THIS SHEET WHETHER OR NOT YOU QUOTE A PRICE. If you do not quote, state your reason; otherwise your name may be removed from the mailing list.

20. Accounts paid for transportation of property to the County of San Bernardino are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as San Bernardino County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment.

21. To be considered, each vendor must have an approved Vendor Application on file with the Purchasing Department. Vendors must have registered online through the County Website at <http://www.sbcounty.gov/purchasing/>.

22. The Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The articles covered by the quotation must conform with safety orders of OSHA, CALOSHA and/or NIOSHA, and OSH-POD.

23. Assignment of the contract by the vendor to other suppliers/contractors must be approved by the Purchasing Agent.

24. Prevailing Wages: Where labor is required for public work as a part of any requirements covered by this request for proposal, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than those minimum wages.

25. Conflict of Interest: Your signature hereon certifies that no County employee, whose position in the County service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this request for proposal.

26. Vendors making delivery or providing services on County premises shall carry liability insurance and Worker's Compensation coverage in accordance with the County's Standard Practice requirements.

**IMPORTANT:** Place signed proposal in envelope, **seal** envelope and show **proposal number J-38** on outside. Return proposal to the County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760  
**PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED.**

**The following must be filled in by the contractor in submitting his proposal:**

Date \_\_\_\_\_

Company \_\_\_\_\_

Delivery will be made in \_\_\_\_\_ days  
from receipt of order unless otherwise noted.

Address \_\_\_\_\_

Cash Discount Terms \_\_\_\_\_

City & State \_\_\_\_\_ Zip \_\_\_\_\_

Signed By \_\_\_\_\_

Telephone No. (\_\_\_\_\_) \_\_\_\_\_

**A. GENERAL INFORMATION**

**1.0 SCOPE OF REQUEST:**

For annual supply of Scale Seals, furnished on an annual contract with required service, in quantities ordered, at times needed, by the successful vendor, to the County of San Bernardino and all counties of the state of California.

**B. INSTRUCTIONS TO VENDORS**

**1.0 PROPOSAL REQUIREMENT:**

Vendors shall conform to all instructions and conditions as specified in the Request for Proposal.

**2.0 PROPOSAL RETURN:**

All proposals must be sealed and clearly state on the outside of the envelope in the lower left-hand corner "PROPOSAL ENCLOSED, No."J38" and returned to:

County of San Bernardino  
Purchasing Department  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760  
Attn: Ed Segura, Deputy Purchasing Agent  
esegura@pur.sbcounty.gov

**Due on or before:**

October 17, 2007, 10 AM

**3.0 DEADLINE:**

Vendors shall submit Signature Page (Cover Sheet), References (Attachment A), and Price Sheet (Attachment E) prior to deadline stated above.

**4.0 LATE PROPOSALS:**

Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

**5.0 PROPOSAL OPENING:**

All proposals will be opened and read aloud at the time, date, and place specified above.

**6.0 PROPOSAL PREPARATION INSTRUCTIONS:**

***Bids must be typed OR printed legibly in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal.*** Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. Proposals must be signed by a responsible officer or employee. **California State Sales Tax should NOT be included in vendor's proposal.**

**7.0 PROPOSAL PREPARATION COST:**

Cost for preparing bid response and any other related material is the responsibility of the vendor and shall not be chargeable in any manner to the County.

**8.0 ARTWORK:**

1. There is no artwork other than scanning previous year's sample seal for all participating counties. **Note:** Some counties have a custom design as well as additional non-commercial seal.
2. Artwork will modify year to year when sealer's and year change.
3. There will be a change of ink year by year according to Attachment D.
4. Vendor will annually contact each County for artwork and any changes too.
5. Vendor will annually send a copy of all artwork to the County of San Bernardino as well as send proofs to each participation county.

**9.0 USE OF PROPOSALS RECEIVED:**

All proposals received shall become the property of the County.

**10.0 ACCEPTANCE OR REJECTION OF PROPOSALS:**

Proposals shall remain open, valid, and subject to acceptance anytime within sixty (60) days after the proposal opening date and time, unless a longer period of time is mutually agreed to by the parties.

The County reserves the right to reject any and all proposals received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

The County realizes that conditions other than price are important and may award based on unit prices or on cumulative totals; whichever method is determined to be in its best interests; may reject any or all proposals, any part of a proposal, or may waive any informality in a proposal.

**11.0 PRICE GUARANTEE:**

The County gives preference to firm prices. All price escalation provisions will be considered alternate offers. Offers specifying a maximum escalation percentage during the period of contract will be given preference over those offering an unspecified price escalation. The County requires bona fide proof of cost increases on contracts prior to any price escalation adjustment. A minimum of thirty (30) days advance notice provision is required to secure such adjustments. When offering escalating price contracts, quote applicable labor and materials separately as to percentage of total cost. No retroactive pricing adjustments will be considered. The County may enforce, adjust, or cancel escalating price contracts as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the vendor's profit will not be allowed. The County shall be given the benefit of all price decreases.

Vendor represents that the prices charged the County do not exceed existing selling prices to other agencies for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

**Proposals not bearing the signatures of an authorized company officer or agent will be deemed non-responsive and will not be accepted.**

**Incomplete proposals will not be accepted.**

**12.0 PURCHASE ORDER ADDRESS:**

If purchase orders are to be sent to an address other than that filled in by the vendor on the first page of this proposal, the vendor shall show on the following blank lines the address to which resultant orders from this proposal should be sent:

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**13.0 REFERENCES:**

Vendors responding to this RFP must provide a minimum of three (3) references of government agencies or private companies of similar size and scope to whom they have supplied products within the last five (5) years (see Attachment A).

**C. STANDARD TERMS AND CONDITIONS**

**1.0 DELIVERY SERVICE:**

- a. Deliveries shall be made to point as specified to each county address and department ordered.
- b. Deliveries shall be inside delivery to the specified inside point as directed by the receiving department.
- c. One Delivery – One Invoice
- d. Deliveries made by Vendor's truck must be within 14 days of order.
- e. Prompt delivery and efficient service are essential, failure to furnish such delivery and service will constitute a breach of this agreement.
- f. Deliveries will **not** require a minimum order or minimum dollar amount.
- g. Delivery charges are to be included in the cost of the products. No separate delivery charges are to be added to any invoice.

**2.0 VENDORS GUARANTEE:**

- a. In quoting, the vendor guarantees to make delivery of all items quoted, either from his stock, from warehouse stocks, or via manufacturer's shipment. If unavailable from Vendor's stock or if Vendor is unable to secure from warehouse or manufacturer, it shall be the Vendor's responsibility to see that the item is obtained from any other source having the item in stock.
- b. In case of default by Vendor, the County may procure the item from other sources and will charge contract holder for excess costs so paid and the prices paid by the County shall be considered to be the prevailing market price at the time such purchase is made.
- c. Vendor's response to this RFP is to be on the basis that all items bid are guaranteed equal in quality and pattern to those specified and that any item purchased as equivalent and found not acceptable to using department may be returned for full credit.
- d. The Vendor guarantees that the goods supplied under this RFP and any purchase order resulting from award of same will meet all the express warranties and the implied warranties of merchantability and fitness for the intended purpose(s). The Vendor assumes responsibility for damages caused by any defective units supplied and/or for breach of these warranties, including incidental and consequential damages that might arise.

**3.0 CONFIDENTIALITY:**

It is the responsibility of bidders to identify information in their proposals which they consider to be confidential under the California Public Records Act, such as method of manufacture,

materials, etc. To the extent that the County agrees with such a designation, such information will be held in strict confidence. All other information shall be considered public.

**4.0 DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD:**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Appeal must be in writing.
- b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Jim Lindley, Director  
County of San Bernardino Purchasing Department  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760

**5.0 IMPROPER CONSIDERATION:**

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**6.0 INACCURACIES OR MISREPRESENTATIONS:**

If in the course of the RFP process or in the administration of a resulting contract, County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, Vendor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

**7.0 EMPLOYMENT OF FORMER COUNTY OFFICIALS:**

Vendors are required to provide information on former County administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This list should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business.

For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the Request for Proposal being deemed non-responsive.

**8.0 DRUG-FREE WORKPLACE:**

The Vendor certifies that he will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  1. The dangers of drug abuse in the workplace;
  2. The person's or organization's policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation, and employee assistance programs; and,
  4. Penalties that may be imposed upon any employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
  1. Will receive a copy of the company's drug-free policy statement; and,
  2. Will agree to abide by the terms of the company's statement as a condition of employment.

**9.0 TERMINATION CLAUSE:**

- a. In the event the County exercises the right to terminate the contract for dissatisfaction, the County will give the Contractor three (3) days written notice of such termination.
- b. The County and the Vendor each reserve the right to cancel, for any reason, all or portion of the services covered by this contract. To exercise this right, a thirty- (30) day written notice must be given.

**10.0 WAIVER OF DEFAULT:**

Any waiver by County of any breach of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term or condition herein. Failure on the part of the County to require exact, full, and complete compliance with any terms of this contract shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.

## **11.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

### **a. Indemnification**

The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

### **b. Insurance**

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

1. **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the County's Risk Manager.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

### **c. Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

### **d. Waiver of Subrogation Rights**

The Vendor shall require the carriers of the above required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, vendors, and subcontractor.

### **e. Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

### **f. Proof of Coverage**

The Vendor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which

certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Vendor shall furnish certified copies of the policies and all endorsements.

g. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk, any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage.

**12.0 PARTICIPATION:**

The County desires that any participating counties in the State of California requiring Scale Seals may at their option and through the County Purchasing Agent avail themselves of the contract resulting from this proposal. Upon notice, in writing, the Vendor agrees to the extension of the terms of a resultant contract with such Governmental bodies as though they have been expressly identified in this bid, with the provision that:

- a. Such Governmental Body does not have and will not have in force any other contract for like purchases.
- b. Such Governmental body does not have under consideration for award any other bids or quotations for like purchases.
- c. Such Governmental body shall make purchases directly through the vendor; make payment directly to the vendor. The County will not be liable for any such purchase made between the vendor and another Governmental body who avails themselves of this contract.

**13.0 AWARD:**

Award of contract may or may not be on an all or nothing basis or by groups of items. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

**14.0 SAMPLES:**

The County may require that vendors responding to this bid submit samples for the purpose of quality evaluation. Samples are to be identified by the item number in attachment C as requested by the Deputy Purchasing Agent. The vendor will provide these samples at no charge to the County. Samples will not be returned to the Vendor as they will be used during the evaluation process.

**15.0 LENGTH OF CONTRACT:**

The contract awarded shall begin on October 1, 2007 and end on September 30, 2009.

**16.0 ELECTRONIC FUND TRANSFER PROGRAM:**

Vendor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.



**17.0 LOCAL PREFERENCE:**

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local vendor for the contract award.

**18.0 Procurement Card Program:** The County participates in the State of California Procurement Card Program known as Cal-card (VISA credit card). Whenever possible, the County prefers to place orders and make payments utilizing procurement cards. Please indicate if your company accepts VISA:

YES \_\_\_\_\_ NO \_\_\_\_\_

If your company does not accept procurement cards and you are interested in accepting VISA, contact your local bank or financial institution for assistance.

**ATTACHMENT A- REFERENCES**

List three (3) government agencies or private sector companies of equal size and scope to whom you have supplied like product(s) within the last five (5) years.

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ FAX No.: (\_\_\_\_) \_\_\_\_\_

Number of years your company has provided this product to this customer: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ FAX No.: (\_\_\_\_) \_\_\_\_\_

Number of years your company has provided this product to this customer: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ FAX No.: (\_\_\_\_) \_\_\_\_\_

Number of years your company has provided this product to this customer: \_\_\_\_\_

**Submission of this document constitutes permission to the County to check, verify, and have certified all of the information contained herein.**

## **ATTACHMENT B – SPECIFICATIONS OF SEALS**

**TYPE:** Round 2", tamper proof. (no less than 1 7/8")

**SHAPE & SIZE:** 100%, 4mil matte finish vinyl with plasticizer topcoat to accept adhesion with various printing inks. Colorfast, non-fade. County to specify label color.

No Mylar coated paper stock, crack and peel type stickers will be accepted.

**ADHESIVE:** TS523-permanent adhesive, services range from 65°F to 200°F. With a minimum application temperature of +35°F, resistant to water and oil exposure

**LINER:** 50 lbs. Semi-bleached Kraft with silicone coats one side to give a controlled release. Perforated between seals.

**INK:** Permanent, non-smear, which will pass 24-month fade resistance. To withstand oil, sun, from the weather. County to specify ink color.

**COLOR ROTATION:** See Attachment D

**PRINTING DESCRIPTION:** Printing impression shall be produced from metal die or metal plate or rubber plate on face of label (adhesive on back). Impression must be clear, sharp and legible.

**LAMINATION:** Each seal is to be laminated with a clear polyester material (such as clear mylar or clear acetate) applied over the printed vinyl to protect the ink against fuels, solvents, detergents, tamper proof, ETC.

**OVER LAMINATION FLAP:** Alternative to above, allows inspector signature/date under lamination film flap.

**SAMPLE:** See Attachment C

**VERIABLE INFORMATION:** Vendor will administer and contact all counties participating with this contract

**ARTWORK:** Vendor who receives the awarded contract will provide proofs to each participating county's ordering department. Artwork must be proofed before printing. Vendor shall submit a copy of artwork to each participating county requisite.

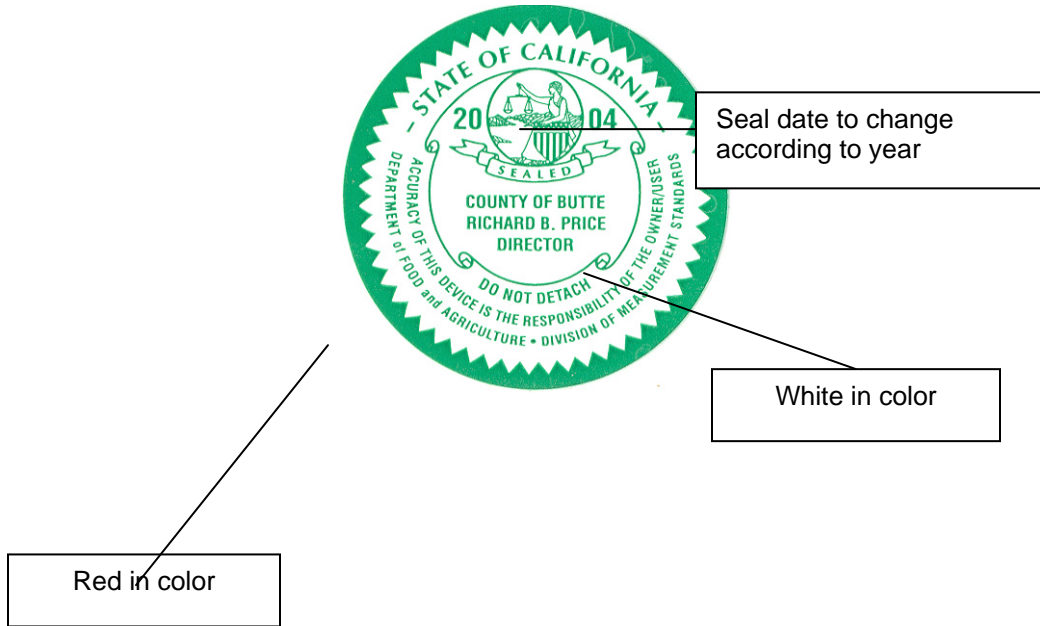
**PACKAGING:** Seals must be packaged and shipped by 1000 label per roll.

**PERFORMANCE:** The seal shall withstand minimum outdoor exposure in California twenty four (24) months without deterioration or failure such as peeling, fading, bleeding, cracking, blistering or loss of adhesion

**TESTING:** The successful vendor may be required to submit samples of the seal to the State of California for testing fourteen (14) days after notification of award and prior to manufacture of complete order.

**ATTACHMENT C – SAMPLE**

Sample



Special Lamination Flap Seal



**ATTACHMENT D – COLOR ROTATION**

- | <b>• <u>YEAR</u></b> | <b><u>Color</u></b>        |
|----------------------|----------------------------|
| <b>• 2008</b>        | <b>Green on White</b>      |
| <b>• 2009</b>        | <b>Red on White</b>        |
| <b>• 2010</b>        | <b>Blue on White</b>       |
| <b>• 2011</b>        | <b>Black on Yellow</b>     |
| <b>• 2012</b>        | <b>Rotate to Year 2008</b> |

**ATTACHMENT E – PRICE SHEET**

|                         | <b>Description</b>  | <b>Est. Yearly Quantity</b> | <b>Unit</b> | <b>Unit Price Per 100</b> | <b>Ext. Price</b> | <b>Brand Name/ Trade #</b> | <b>Minimum Order</b> |
|-------------------------|---|-----------------------------|-------------|---------------------------|-------------------|----------------------------|----------------------|
| <b>Quote</b>            | Scale Seals Per Sample with year  | <b>180</b>                  | <b>M</b>    |                           |                   |                            |                      |
| <b>Additional Quote</b> | Ornamental Flap Scale Seal with year, green on white label              | <b>170</b>                  | <b>M</b>    |                           |                   |                            |                      |
| <b>Additional Quote</b> | Scale Seals with year, green on white label with serrated edges         | <b>50</b>                   | <b>M</b>    |                           |                   |                            |                      |
| <b>Additional Quote</b> | Scale Seals with year, green ink on white label, with full color emblem | <b>38</b>                   | <b>M</b>    |                           |                   |                            |                      |